

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN
Wall Street Plaza
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212-376-6400
Attorneys for Plaintiff

JUDGE BRICCETTI

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ZURICH AMERICAN INSURANCE COMPANY,

Plaintiff,

-against-

M/V "MISSISSAUGA EXPRESS", her engines, boilers, etc.
and ATLANTIC PACIFIC LINES,

Defendant.
-----X

14 CV 4067

14 Civ.

COMPLAINT

FILED
U.S. DISTRICT COURT
2014 JUN -5 AM 11:53
S.D. OF N.Y.

Plaintiff, by its attorney, Marshall, Dennehey, Warner, Coleman & Goggin, as and for its
Complaint herein, alleges, upon information and belief, as follows:

First: All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

Second: At and during all the times hereinafter mentioned, plaintiff has and now has the legal status and principal office and place of business stated in Schedule A, hereto annexed and by this reference made a part hereof.

Third: At and during all the times hereinafter mentioned, defendant had and now has the legal status and office and place of business stated in Schedule A and was and now is

engaged in business as a common carrier of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessel above named as a common carrier of merchandise by water for hire.

Fourth: At and during all the times hereinafter mentioned, the said vessel was and now is a general ship employed in the common carriage of merchandise by water for hire and now is or will be during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

Fifth: On or about the date at the port of shipment stated in Schedule A, there was shipped by the shipper therein named and delivered to defendant and the said vessel, as common carriers, the shipment described in Schedule A then being in good condition and defendant and the said vessel then and there accepted said shipment so shipped and delivered to them and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to the port of destination stated in Schedule A and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignee named in Schedule A.

Sixth: Thereafter, the said vessel arrived at the port of destination, where it and defendant made delivery of the shipment, but not in like good order and condition as when shipped, delivered to and received by them, but on the contrary, seriously injured and impaired in value by reason of the matter and things stated in Schedule A, all in violation of defendants' and the said vessel's obligation and duties as common carriers of merchandise by water for hire.

Seventh: Plaintiff was the subrogated underwriter of the shipper, consignee or owner of the shipment described in Schedule A and brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who may be or become interested

in the said shipment, as their respective interests may ultimately appear and plaintiff is entitled to maintain this action.

Eighth: By reason of the premises, plaintiff has sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$235,910.57.

WHEREFORE, plaintiff prays:

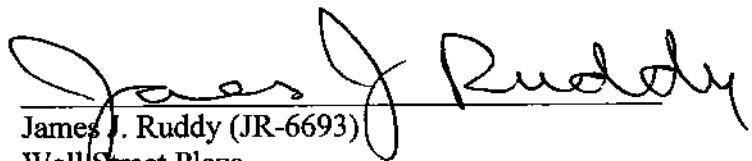
1. That process in due form of law may issue against defendant citing it to appear and answer all and singular the matters aforesaid;
2. That if defendant cannot be found within this District, then all its property within this District as shall be described in Schedule A, be attached in the amount of \$235,910.57, with interest thereon and costs, the sum sued for in this Complaint;
3. That judgment may be entered in favor of plaintiff against defendant for the amount of plaintiff's damages, together with interest and costs and the disbursements of this action;
4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, may issue against said vessel, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court will be pleased to pronounce judgment in favor of plaintiff for its damages as aforesaid, with interest, costs and disbursements and that the said vessel may be condemned and sold to pay therefore; and

5. That this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
June 4, 2014

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN
Attorneys for Plaintiff

By:

A handwritten signature in black ink, appearing to read "James J. Ruddy", is written over a horizontal line.

James J. Ruddy (JR-6693)
Wall Street Plaza
88 Pine Street 21st Floor
New York, NY 10005
212-376-6400
File No.: 30024.00147 JJR

SCHEDULE A*Plaintiff's legal status and place of business*

Plaintiff, Zurich American Insurance Company, is a corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States, with an office and place of business at One Liberty Plaza, 165 Broadway, 32nd Floor, New York, NY 10006

Defendant's legal status and place of business

Defendant, Atlantic Pacific Lines, is a foreign corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States, with an office and place of business at 1074 Broadway, Suite 200, West Long Branch, NJ 07764

<i>Name of Vessel</i>	:	MISSISSAUGA EXPRESS
<i>Ports of Loading</i>	:	Montreal via Omaha, NE
<i>Port of Discharge</i>	:	Genoa
<i>Bill of Lading Number</i>	:	D13-5397
<i>Dated</i>	:	July 19, 2013
<i>Shipment</i>	:	1,027 boxes of refrigerated meat
<i>Container</i>	:	HLXU8750153
<i>Shipper</i>	:	Greater Omaha Packaging Co.
<i>Consignee</i>	:	Inalca S.P.A.
<i>Nature of Claim</i>	:	Damage and Loss
<i>Amount</i>	:	\$235,910.57
<i>APL File</i>	:	137250ML12
<i>Our File No.</i>	:	30024.00157 JJR